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The Board of Education of

Bergenfield, New Jersey

and

The Bergenfield Supervisors Association

1974 - 1975



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#### PREAMBLE

In order to effectuate the provisions of Section 19 of Article 1 of the Constitution of the State of New Jersey and Chapter 303, P. L. of 1968, this agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the Bergenfield Board of Education (hereinafter referred to as the "Board") and the Supervisory Association of Bergenfield (hereinafter referred to as the "Association").



## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Bergenfield Supervisors Association as the exclusive negotiating representatives as defined under the laws of the State of New Jersey as written in Title 18A of the revised statutes annotated of the State of New Jersey and in accordance with Chapter 303 P.L. of 1968 for all principals, assistant principals and directors.

The term "administrator" when used hereinafter shall refer to all professional employees represented by the Association in the negotiation unit as defined above.





## ARTICLE II

### NEGOTIATION PROCEDURES

Parties agree to enter into collective negotiations pursuant to Chapter 303, Public Law of 1968, in a good faith offer to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the BSA is authorized to negotiate.

- a. The proposals of the BSA shall be put in writing and given to the Board no later than October 15.
- b. The Board answer in writing shall be forthcoming with any counter demands no later than November 15.
- c. The parties shall commence negotiations during the month of December.
- d. Either side shall have the right to utilize the services of consultants.

It is understood that any of these dates may be waived by mutual agreement of the parties in writing. As agreements are reached on items, they shall be reduced to writing and initialed by the duly authorized representatives of the Board and the BSA. All agreements reached during negotiations are tentative subject to ratification of the total contract by both the Board of Education and the BSA.

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## ARTICLE III

### GRIEVANCE PROCEDURE

1. Any individual member of the Supervisors' Unit shall have the right to appeal the application of policies and administrative decisions affecting him as covered by this contract. Any person presenting a question or appeal in matters covered by this agreement shall be free from restraint, interference, coercion, discrimination or reprisal as a result of said question or appeal. He shall have the right to present his own appeal, or to designate another person or group of his own choosing to appear with him or for him at any step in his appeal. Each side may have representatives at every meeting concerning a grievance.
2. The initial discussion shall be made with the individual's immediate supervisor. In the event that the nature of a grievance makes it inappropriate to follow the regular channel of this procedure, such grievance may be presented in writing to the next higher level. If the authority at this level considers the reason for by-passing the regular channels to be insufficient, he shall notify the complaining party of his decision so that the grievance may be presented through the regular channels.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he shall set forth his complaint in writing to his immediate superior. His superior shall communicate his decision to the employee in writing within ten (10) school days of receipt of the written complaint.
4. The employee may appeal his supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Supervisor, shall confer with the concerned parties and upon request, with the employee or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Supervisor.



5. It is understood that at each level of administrative responsibility the question or grievance shall be reviewed from all aspects, hearing all sides of the problem so that a decision can be reached that is fair to all concerned.
6. Again, if mutual satisfaction is not obtained, an appeal by the employee may be presented, in writing, to the Board of Education, through the Superintendent of Schools. If requested, the Board shall review the grievance by holding a closed hearing and render a decision, in writing, within thirty (30) days.
7. Matters not settled at the level of the Board of Education then enter the procedures established by the Laws of the State Board of Education, relevant to such situations.
8. Any time limit stipulated above may be set aside with the mutual agreement of all parties.
9. The Association or Superintendent of Schools may initiate group grievances in which case the procedure outlined above shall be initiated. Arbitration grievances shall concern the application and interpretation of the terms of this agreement. In the case in which a grievance is submitted for arbitration, the arbitrator shall be selected from the panel of and pursuant to the rules of The American Arbitration Association, 140 W. 51st Street, New York, New York 10020. The opinion of the arbitrator shall be of an advisory nature and shall not be binding upon either party. Any costs arising out of arbitration shall be born equally between parties.



## ARTICLE IV

### VACATION

The Board of Education and the Association agree that it is the responsibility of the administrator to structure his time and organization to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the position and that any time limitation diminishes the position.

#### 12 month contract

1. A twenty (20) day vacation for all administrators during the months of July and/or August provided such administrators shall have worked the full preceding contract year. The administrator shall submit schedule sixty (60) days prior to July 1. The Superintendent must approve the vacation schedule thirty (30) days prior to July 1. Administrators who have worked for a lesser period of time shall have a vacation period on a pro rata basis. No vacation shall be taken, whenever school is in session. Exceptions may be granted by the Superintendent where summer work schedule prohibits twenty (20) vacation days during July and August.
2. Administrators may avail themselves of all holidays and recess periods as outlined in section 3, provided such does not interfere with their primary responsibilities (and providing administrative personnel is available at all times).
3. The Superintendent will designate two days during the Christmas recess by December 1 and two days during the Easter recess by March 1, when twelve (12) month administrators must be present. Single days such as Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, NJEA Convention, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day, etc. are part of the twelve (12) month administrators regular vacation and are not to be counted as part of the twenty (20) vacation days.
4. The contract period shall be July 1 to June 30.

#### 10 month contract

1. Administrators shall be granted holidays and recess periods granted to teachers as per the yearly school calendar.
2. The contract period shall be September 1 to June 30.





ARTICLE V

SALARIES AND INSURANCE

The Board and the Association agree to the salary guide attached hereto and made a part of this agreement and shall apply to supervisory personnel so indicated for the duration of this agreement.

The Board further agrees to provide without cost to the employee:

The Public and School Employees Health Benefits Program administered through the New Jersey Divisions of Pensions under individual or family plan whichever is applicable to the employee.



ARTICLE VI

MISCELLANEOUS PROVISIONS

1. The Board of Education will notify the Association, in writing through the Superintendent of Schools, of any items initiated by any group which could change the administrative responsibilities of the Unit.
2. All members of the BSA will be evaluated at least once during every school year by the Superintendent, and/or the Assistant Superintendent, the Supervisor of Curriculum and the Supervisor of Personnel. Each evaluation will become a part of the permanent file of the individual.
3. Sick leave with pay shall be granted to all full time employees of the Board on the basis of thirteen (13) school days per year for each year of employment for those on a ten month contract and thirteen (13) school days for those on a twelve month contract.

Unused sick leave shall accumulate up to a maximum of twelve (12) days per year.

4. All BSA members are encouraged to attend Board of Education meetings as well as Parents' Night, Open House, Orientation Programs, In-service training programs and will attend any school functions deemed necessary by the Superintendent.

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ARTICLE VII

DURATION

The provisions of the agreement shall be effective as of  
and shall remain in full force and effect  
until June 30, 1975, subject to the right of the Board and  
the Association to negotiate for a modification of this  
agreement as provided by law.

In witness whereof the parties hereto have caused this agree-  
ment to be signed by their respective Presidents, attested by  
their respective Secretaries.

BERGENFIELD SUPERVISORS ASSOC.

BERGENFIELD BOARD OF EDUCATION

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

By \_\_\_\_\_  
SECRETARY

*signed 10/8/74*

